

MEMORANDUM OF UNDERSTANDING

Regional Director — NaijaCareConnect

DRAFT TEMPLATE — FOR REVIEW ONLY. This document sets out the terms we discuss with every Regional Director candidate so you can read them, take advice and ask questions before your interview. It is not a binding contract. The definitive agreement is prepared and executed after the interview and reference checks are complete.

1. Parties and territory

This Memorandum is made between **NaijaCareConnect** (“the Company”) and the individual named in the signature block below (“the Director”).

The Director is appointed for a single defined territory — normally one Nigerian state — recorded as the **Territory** in the signature block. Appointments are exclusive: the Company will not appoint a second Regional Director to the same Territory while this appointment is in force.

2. Appointment and probation

The appointment begins on the commencement date recorded below and runs for an initial **90-day probation period**, during which the founder provides direct onboarding support and a structured weekly check-in.

Either party may end the appointment during probation on seven (7) days' written notice, with revenue already earned paid out in the normal cycle.

3. Responsibilities of the Director

- Recruit, screen and support care workers in the Territory, and shepherd them through the NaijaCareConnect verification passport (ID, police check, certificates, references, video and skills test).
- Onboard families and institutional clients, and act as the local point of contact for service quality.
- Build local partnerships with hospitals, pharmacies, training centres and community groups.
- Represent the Company professionally and comply with its policies, brand guidelines and safeguarding rules.
- Commit a minimum of **fifteen (15) hours per week** to the role.
- Keep accurate records of workers, clients and local revenue in the Company's systems.

4. Responsibilities of the Company

- Provide the platform, verification tooling, admin dashboards and payment rails at no cost to the Director.
- Provide onboarding, training materials and continuing founder support.

- Provide brand assets, marketing templates and national-level demand generation.
- Report Territory revenue transparently and settle the Director's share on schedule.

5. Revenue share

The Director earns **twenty per cent (20%)** of all net revenue generated in the Territory, across care placements, delivery services and NaijaCareConnect Academy training enrolments.

Payments are made **monthly in arrears** via Paystack to the Director's nominated Nigerian bank account, normally within seven (7) working days of month end. Net revenue means amounts actually received by the Company for the Territory, less refunds, chargebacks and payment-processor fees.

6. Equity option

After **twelve (12) months** of continuous service, the Director becomes eligible for a **two per cent (2%) equity option**, subject to the Territory meeting all of the following KPIs:

- 100 verified care workers active in the Territory;
- 50 onboarded families or institutional clients;
- ₦5,000,000 in cumulative Territory revenue.

Equity is granted on the Company's standard option terms, including vesting and good-leaver provisions, documented separately at the time of grant.

7. No upfront capital

The Director is **not required to pay any fee, deposit, franchise cost or capital contribution** to take up this appointment. Anyone requesting such a payment on the Company's behalf is not authorised to do so and should be reported to the founder immediately.

8. Confidentiality and data protection

The Director will keep confidential all non-public information about the Company, its workers, clients and commercial arrangements, both during and after the appointment.

Personal data of workers and clients must be handled strictly in line with the **Nigeria Data Protection Act / NDPR** and the Company's privacy policy: collected only for the stated purpose, kept in Company systems, never exported to personal devices or shared with third parties without consent and written authorisation.

9. Non-compete and non-solicitation

For **twelve (12) months** after the appointment ends, the Director will not operate, own or manage a competing care-services business within the Territory, and will not solicit the Company's workers or clients away from the platform. This restriction is limited to the Territory and to care services, and is intended to be no wider than is reasonable to protect the Company's legitimate interests.

10. Status of the Director

The Director is an independent contractor, not an employee, partner or agent with authority to bind the Company. The Director is responsible for their own taxes and statutory contributions.

11. Term and termination

After probation, this arrangement continues until ended by either party on **thirty (30) days' written notice**. The Company may end it immediately for serious misconduct, safeguarding breaches, fraud or a material breach of this Memorandum.

On termination, the Director will return or delete Company data, hand over client and worker relationships in an orderly way, and receive any revenue share already earned.

12. Governing law

This Memorandum, and the definitive agreement that follows it, are governed by the laws of the **Federal Republic of Nigeria**. The parties will attempt to resolve any dispute in good faith before commencing proceedings.

Signature block

To be completed only on the definitive agreement issued after interview.

Director full name

Territory (state)

Email address

Phone number

Commencement date

Bank / payout account

Signed for the Director

Signed for NaijaCareConnect

Signature

Signature

Name and date

Name and date

Questions before you sign anything? WhatsApp the founder on +234 707 716 2213 or reply to your application confirmation email. Take your time and take advice — we would rather you understood every clause than moved quickly.

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